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10-30-2001

10-22-2001

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
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U.S. Patent & TMO/TM Mail RptDt. #26  
U.S. Patent and Trademark Office

101890375

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>Anthony J. Robbins</u> <b>107701</b></p> <p><input checked="" type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation-State  <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>Robbins Research International, Inc.</u> Internal Address: _____ <u>9888 Carroll Center Road,</u> Street Address: <u>Suite 100</u> City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92126</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____  <input type="checkbox"/> Association _____  <input type="checkbox"/> General Partnership _____  <input type="checkbox"/> Limited Partnership _____  <input checked="" type="checkbox"/> Corporation-State <u>Nevada</u>  <input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input checked="" type="checkbox"/> Other <u>Amendment to Assignment</u></p> <p>Execution Date: _____</p>	

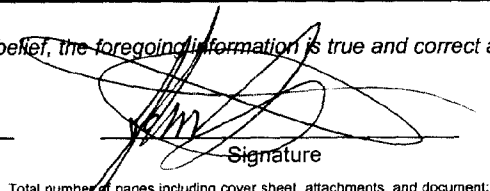
<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s)  B. Trademark Registration No.(s) <u>1,750,481</u></p>	<p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>John H. Alspaugh, Esq.</u> Internal Address: _____  <u>Seltzer Caplan</u> Street Address: <u>McMahon Vitek</u> <u>750 "B" Street, Suite 2100</u>  City: <u>San Diego</u> State: <u>CA</u> Zip: <u>92101</u></p>	<p>6. Total number of applications and registrations involved: ..... <b>15</b></p> <p>7. Total fee (37 CFR 3.41).....\$ <u>390.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

John H. Alspaugh  
Name of Person Signing

  
Signature

7/27/01  
Date

Total number of pages including cover sheet, attachments, and document: **4**

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

10/29/2001 1WELER 00000181 1750481  
01 FD-481 40.00 00  
02 FD-482 350.00 00

**ADDITIONAL TRADEMARK/SERVICE MARK REGISTRATION NOS.**

[Continuation of Item No. 4.]

1,750,482

1,735,369

1,731,731

1,731,732

1,737,182

1,787,104

1,821,748

1,840,415

1,845,517

1,852,682

1,863,573

1,876,974

1,885,359

1,888,553

## FIRST AMENDMENT TO ASSIGNMENT

10-22-2001  
U.S. Patent & TMO/TM Mail Rpt Dt. #26

THIS FIRST AMENDMENT TO ASSIGNMENT ("First Amendment") is made as of June 1, 2001, between ANTHONY J. ROBBINS ("Assignor"), and ROBBINS RESEARCH INTERNATIONAL, INC., a Nevada corporation ("Assignee"), who agree as follows:

1. RECITALS. This First Amendment is executed in contemplation of the following facts and circumstances:

1.1. On December 31, 1998, Assignor executed certain instruments of Assignment (collectively "Assignments").

1.2. Pursuant to the Assignments, Assignor, for good and valuable consideration, transferred and assigned to Assignee all right, title, and interest of Assignor in and to the following marks:


- Registration No. 1,750,481 for the mark "Date with Destiny";
- Registration No. 1,750,482 for the mark "Unlimited Power";
- Registration No. 1,735,369 for the mark "The Power to Influence";
- Registration No. 1,731,731 for the mark "Skills of Power";
- Registration No. 1,731,732 for the mark "Fear Into Power – The Firewalk Experience";
- Registration No. 1,737,182 for the mark "The Psychology of Success Conditioning";
- Registration No. 1,787,104 for the mark "Neuro-Associative Conditioning";
- Registration No. 1,821,748 for the mark "Living Health";
- Registration No. 1,840,415 for the mark "Anthony Robbins' Powertalk!";
- Registration No. 1,845,517 for the mark "The Body You Deserve!";
- Registration No. 1,852,682 for the mark "Anthony Robbins & Associates";
- Registration No. 1,863,573 for the mark "Anthony Robbins' Personal Power!";
- Registration No. 1,876,974 for the mark "Breakthrough to Synergy";
- Registration No. 1,885,359 for the mark "CANI!"; and
- Registration No. 1,888,553 for the mark "Mastery University."

1.3 Due to Assignor's error, made in good faith and without intent to deceive, the Assignments incorrectly state that Assignee is a California corporation. Assignee is a Nevada corporation. By this First Amendment, the parties intend to amend the Assignments to correctly state that Assignee is a Nevada corporation.

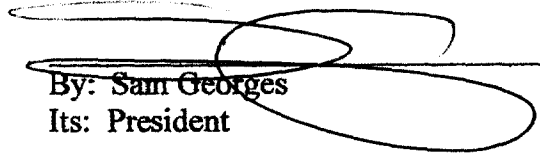
1.4 The parties further desire and intend to reaffirm in writing their understanding and agreement that the above-referenced marks were to be assigned effective as of the date(s) specified in each of the Assignments.

2. By this First Amendment, the parties hereby amend the Assignments to correctly state that Assignee is "Robbins Research International, Inc., a Nevada corporation." The amendments set forth herein shall be effective as of the date specified in each respective instrument of Assignment.

3. Except as expressly amended or modified by the provisions and conditions of this First Amendment, the Assignments shall and will remain full force and effect.

  
Anthony J. Robbins

Robbins Research International, Inc.,  
a Nevada corporation

  
By: Sam Georges  
Its: President